

**EXECUTED**

**2007 - 2008  
AGREEMENT  
BETWEEN  
COUNTY OF MILWAUKEE  
AND  
ASSOCIATION OF  
MILWAUKEE COUNTY ATTORNEYS**

**Milwaukee County  
Labor Relations  
901 N. 9th Street, Room 210  
Milwaukee, WI 53233  
414-278-4852**

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2007-2008  
AGREEMENT

between  
COUNTY OF MILWAUKEE  
and  
ASSOCIATION OF MILWAUKEE COUNTY ATTORNEYS

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This Agreement made and entered into by and between the County of Milwaukee, a municipal body corporate, as municipal employer, hereinafter referred to as "County", and the Association of Milwaukee County Attorneys, as representatives of employees who are employed by the County of Milwaukee, hereinafter referred to as "Association".

W I T N E S S E T H

In consideration of the mutual covenants herein contained, the parties hereto do hereby mutually agree as follows:

PART I

1.01 RECOGNITION

The County of Milwaukee agrees to recognize and herewith does recognize the Association of Milwaukee County Attorneys as the exclusive collective bargaining agent on behalf of the employees of Milwaukee County in accordance with the certification of the Wisconsin Employment Relations Commission. The County also recognizes the professional, intellectual and varied character of the bargaining unit work involving the consistent exercise of discretion and judgment; that the output accomplished cannot be standardized in relationship to a given period of time and cannot be performed without post-graduate training and admission to the Bar of the State of Wisconsin and is subject to the code of professional responsibility.

1 1.02 EMPLOYEE DEFINED

2 Wherever the term "employee" is used in this Agreement, it shall mean and include only those  
3 employees of Milwaukee County within the certified bargaining unit represented by the  
4 Association.

5  
6 1.03 DURATION OF AGREEMENT

7 (1) The provisions of this Agreement shall become effective on January 1, 2007  
8 unless otherwise herein provided. Unless otherwise modified or extended by  
9 mutual agreement of the parties, this Agreement shall expire on December 31,  
10 2008 .

11 (2) The initial bargaining proposals of the County and the Association for a  
12 successor agreement shall be exchanged prior to October 15, 2008, at a time  
13 mutually agreeable to the parties.

14  
15 Thereafter, negotiations shall be carried on in an expeditious manner and shall  
16 continue until all bargainable issues between the parties have been resolved.

17  
18 1.04 MANAGEMENT RIGHTS

19 The County of Milwaukee retains and reserves the sole right to manage its affairs in  
20 accordance with all applicable laws, ordinances, resolutions, and executive orders. Included  
21 in this responsibility, but not limited thereto, is the right to determine the number, structure  
22 and location of departments and divisions; the kinds and number of services to be performed;  
23 the right to determine the number of positions and classifications thereof to perform such  
24 service; the right to direct the work force; the right to schedule employees; the right to  
25 subcontract work; the right to establish qualifications for hire, to test and to hire, promote,  
26 retain or terminate employees; the right to transfer and assign employees, subject to the terms  
27 of this Agreement; the right, subject to civil service procedures and the terms of this  
28 Agreement related thereto, to suspend, discharge, demote or take other disciplinary action and  
29 the right to lay off employees; the right to maintain efficiency of operations by determining  
30 the method, the means and the personnel by which such operations are conducted and to take  
31 whatever actions are reasonable and necessary to carry out the duties of the various  
32 departments and divisions.

1  
2 In addition to the foregoing, the County reserves the right to make reasonable rules and  
3 regulations relating to personnel policy procedures and practices and matters relating to  
4 working conditions, giving due regard to the obligations imposed by this Agreement.  
5 However, the County reserves total discretion with respect to the function or mission of the  
6 various departments and divisions, the budget, organization, or the technology of performing  
7 the work. These rights shall not be abridged or modified except as specifically provided for  
8 by the terms of this Agreement, nor shall they be exercised for the purpose of frustrating or  
9 modifying the terms of this Agreement. But these rights shall not be used for the purpose of  
10 discriminating against any employee or for the purpose of discrediting or weakening the  
11 Association.

12  
13 The County is genuinely interested in maintaining maximum employment for all employees  
14 covered by this Agreement consistent with the needs of the County.

15  
16 In planning to contract or subcontract work, the County shall give due consideration to the  
17 interest of County employees by making every effort to insure that employees with seniority  
18 will not be laid off or demoted as a result of work being performed by an outside contractor.

19  
20 In the event a position is abolished as a result of contracting or subcontracting, the County  
21 will hold advance discussions with the Association prior to letting the contract. The  
22 Association representatives will be advised of the nature, scope of work to be performed, and  
23 the reasons why the County is contemplating contracting out work.

#### 24 25 1.05 TRANSFER OF COUNTY FUNCTIONS

26 In the event any department or County function is taken over by another agency, the County  
27 will make an effort to ensure that the successor agency hires affected employees and adopts  
28 and maintains in force the present wages, hours and conditions of employment to which the  
29 affected employees are entitled under the existing bargaining agreement.

1 1.06 WORKING CONDITIONS

2 Appointing authorities agree to meet with the President of the Association or designee and the  
3 affected employee in order to discuss all matters regarding working conditions.  
4

5 1.07 CONSENT DECREE PROVISION

6 The County and the Union agree to abide by all of the provisions of the Consent Order in  
7 Civil Action No. 74-C-374 in the United States District Court for the Eastern District of  
8 Wisconsin in Johnnie G. Jones, et al., vs. Milwaukee County, et al. The County and the  
9 Union further agree that when provisions of the Agreement are in conflict with the Consent  
10 Order, the provisions of the Consent Order shall be controlling.  
11

12 By the inclusion of the foregoing language, the Milwaukee County Attorneys' Association  
13 reserves any and all rights which it may have to seek clarification of the impact of the consent  
14 order in Civil Action No. 74-C-374 in the case of Johnnie G. Jones, et al vs. Milwaukee  
15 County, et al, in the United States District Court for the Eastern District of Wisconsin and to  
16 the extent that the United States District Court for the Eastern District of Wisconsin shall  
17 modify the decision in the referenced case, the rights and opportunities of the Association  
18 regarding affirmative action shall be modified accordingly.  
19

20 PART 2  
21

22 2.01 WAGES

- 23 (1) Effective November 4, 2007 the wages of the bargaining unit shall be  
24 increased by one percent (1%).  
25 (2) Effective April 6, 2008 the wages of the bargaining unit shall be increased by  
26 one percent (1%).  
27 (3) Effective June 29, 2008 the wages of the bargaining unit shall be increased by  
28 one percent (1%).  
29 (4) Effective October 5, 2008 the wages of the bargaining unit shall be increased  
30 by one percent (1%).  
31 (5) A \$250 per employee lump sum payment, shall be made to employees who  
32 have an assigned work week of twenty (20) or more hours per week, and who

1 were on the payroll as of the first pay period following ratification of the  
2 2007-2008 contract.

3 (6) Employees shall advance from one step in the range to the next higher step  
4 based upon meritorious performance at each step of at least 2080 straight time  
5 hours paid, and upon completion of a performance appraisal by the appointing  
6 authority or designee.

7 (7) Effective January 1, 2006 employees in the Legal Counsel Child Support I,  
8 Legal Counsel Criminal, and Legal Counsel I Adoptions classifications shall  
9 be allowed to advance to any and all steps beyond Step 12 in the range based  
10 upon meritorious performance at each step of the range of at least 2080 straight  
11 time hours paid and upon completion of a performance appraisal by the  
12 appointing authority or designee. Employees who have been at Step 12 for at  
13 least 2080 hours shall move to Step 13 at the beginning of the pay period  
14 following the day and month of the employee's hire date upon completion of a  
15 performance appraisal by the appointing authority.

16 (8) The appointing authority may, at his/her discretion, advance an employee more  
17 than one step after completing 2080 straight time hours paid for outstanding  
18 performance he/she feels is deserving of such advancement as determined by a  
19 performance appraisal completed by the appointing authority or designee.

20 (9) Employees may, at the discretion of the appointing authority, be held at their  
21 current step or be demoted as much as two steps upon unsatisfactory  
22 performance as determined by a performance appraisal completed by the  
23 appointing authority or designee.

24 (10) The appointing authority may at the time of hire appoint an individual to any  
25 step in the pay range.

26 (11) Except as otherwise provided, pay range 34Z applies to employees in all  
27 attorney classifications governed by the WERC certification, including, the  
28 classifications of Principal Assistant Corporation Counsel, Assistant Family  
29 Court Commissioner, Judicial Court Commissioner, Fulltime Court  
30 Commissioner, Probate Court Commissioner, Legal Counsel I Child Support,  
31 Legal Counsel Criminal, Legal Counsel Adoptions and Deputy Register in  
32 Probate. The wages of the bargaining unit pay range 34Z for the calendar

years 2007 and 2008 shall be specified in Appendix 1 attached hereto and incorporated herein by this reference.

(12) Pay range 24C applies to employees in the classification of Court Research Coordinator. The wages of the bargaining unit pay range 24C for the calendar years 2007 and 2008 shall be specified in Appendix 1 attached hereto and incorporated herein by this reference.

(13) The first step of pay ranges 24C and 34Z shall be dropped effective January 1, 2008.

## 2.02 VACATION

(1) Employees shall receive annual leave with pay to serve as vacation in accordance with the following schedule, based upon years of continuous service as defined in Section 17.17(1), C.G.O. Years of service shall include credit for past service earned with Milwaukee County, the State of Wisconsin or any municipality or county within the State of Wisconsin.

After one year	80 hours
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(In the first year of employment, 40 hours may be granted after 1040 hours of employment)

After five years	120 hours
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After ten years	160 hours
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After 15 years	200 hours
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After twenty years	240 hours
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(2) Whenever possible and subject to the approval of the department head, vacation shall be scheduled and holiday assignments made on the basis of seniority.

(3) Employees may carry a maximum of one-half of the allotted hours for that year of accrued vacation from one calendar year to the next.

(4) Vacation requests of members in the same classification shall be granted on the basis of seniority as defined in sec. 2.04.

## 2.03 LAYOFF AND RECALL

(1) Whenever a decision is made to lay off bargaining unit employees, the County



1 shall notify and meet with the Association in advance of any layoff in an effort  
2 to minimize the possible adverse effect on such employees.

3 (2) Layoffs shall be made within classification on a countywide basis in the  
4 inverse order of total countywide seniority.

5 (3) Employees in the classified service who are laid off shall be recalled in reverse  
6 order of their layoff and shall be placed on an appropriate layoff/recall list.

7  
8 2.04 SENIORITY DEFINED

9 (1) For all purposes where it applies, seniority shall be measured by the length of  
10 an employee's continuous straight time hours excluding overtime with  
11 Milwaukee County including temporary, emergency, and hourly employment.  
12 Seniority hours shall accumulate on a biweekly basis not less than the  
13 employees assigned work week or straight time hours credited excluding  
14 overtime whichever is greater. However, no employee shall accumulate  
15 greater than 80 hours per pay period. Employees with the same seniority hours  
16 shall be placed on the seniority list in numerical order based on the last four  
17 digits of the social security number with the highest number being the most  
18 senior.

19 (2) Continuous employment shall be interrupted and seniority shall be measured  
20 from the most recent date of hire under the following circumstances:

21 (a) An employee who resigns employment with the County and is not  
22 reinstated to County employment within 30 days of the effective date of  
23 such resignation.

24 (b) An employee is discharged and is not reinstated to County employment  
25 pursuant to an appeal of such discharge.

26 (c) An employee is laid off for a period of three years and one day.

27 (d) An employee is terminated (except layoff) from any type of  
28 appointment for more than 30 days.

29 (3) Whenever it appears in this Agreement, the term "seniority" shall mean the  
30 right established as a result of an accumulation of County service to achieve  
31 preferential treatment over other bargaining unit employees competing for a  
32 specific adjustment relating to hours or conditions of employment.

1    2.05 BULLETIN BOARDS

2    The County shall provide a bulletin board for the Association's use for posting notices of  
3    Association meetings and elections.  
4

5    2.06 EMPLOYEE HEALTH AND DENTAL BENEFITS

6            (1)    Health and Dental Benefits shall be provided for in accordance with the terms and  
7                   conditions of the current Plan Document and the Group Administrative Agreement  
8                   for the Milwaukee County Health Insurance Plan or under the terms and conditions  
9                   of the insurance contracts of those Managed Care Organizations (Health  
10                  Maintenance Organizations or HMO) approved by the County.

11           (2)    Eligible employees may choose health benefits for themselves and their  
12                   dependents under a Preferred Provider Organization (County Health Plan or  
13                   PPO) or HMO approved by the County.

14           (3)    All eligible employees enrolled in the PPO or HMO shall pay a monthly  
15                   amount toward the monthly cost of health insurance as described below:

16                   (a)    All employees enrolled in the Wheaton Franciscan Direct (HMO) will  
17                           pay health insurance premiums of \$35.00 per month for single plan  
18                           coverage and \$70.00 per month for family plan coverage effective  
19                           following ratification of the 2007-2008 contract and an open enrollment  
20                           period with a target date of May 1, 2007.

21                   (b)    All employees enrolled in the Patient Choice HMO will pay health  
22                           insurance premiums of \$50.00 per month for single plan coverage and  
23                           \$100.00 per month for family plan coverage effective following  
24                           ratification of the 2007-2008 contract and an open enrollment period  
25                           with a target date of May 1, 2007.

26                   (c)    All employees enrolled in the Patient Choice PPO will pay health  
27                           insurance premiums of \$75.00 per month for single plan coverage and  
28                           \$150.00 per month for family plan coverage effective following  
29                           ratification of the 2007-2008 contract and an open enrollment period  
30                           with a target date of May 1, 2007.

31                   (d)    Each eligible employee enrolled in the WPS Statewide/National PPO  
32                           will pay health insurance premiums of \$100.00 per month for single

1 plan coverage and \$200.00 per month for family plan coverage  
2 effective following ratification of the 2007-2008 contract and an open  
3 enrollment period with a target date of May 1, 2007.

4 (e) The appropriate payment shall be made through payroll deductions.  
5 When there are not enough net earnings to cover such a required  
6 contribution, and the employee remains eligible to participate in a health  
7 care plan, the employee must make the payment due within ten working  
8 days of the pay date such a contribution would have been deducted.  
9 Failure to make such a payment will cause the insurance coverage to be  
10 canceled effective the first of the month for which the premium has not  
11 been paid.

12 (f) The County shall deduct employees' contributions to health insurance on  
13 a pre-tax basis pursuant to a Section 125 Plan. Other benefits may be  
14 included in the Section 125 Plan as mutually agreed upon by the County  
15 and the Association. Such agreement would be by collateral agreement  
16 to this contract.

17 (g) The County shall establish and administer Flexible Spending Accounts  
18 (FSA's) for those employees who desire to pre-fund their health  
19 insurance costs as governed by IRS regulations. The County retains the  
20 right to select a third party administrator.

21 (4) In the event an employee who has exhausted accumulated sick leave is placed  
22 on leave of absence without pay status on account of illness, the County shall  
23 continue to pay the monthly cost or premium for the Health Plan chosen by the  
24 employee and in force at the time leave of absence without pay status is  
25 requested, if any, less the employee contribution during such leave for a period  
26 not to exceed one (1) year. The 1-year period of limitation shall begin to run on  
27 the first day of the month following that during which the leave of absence  
28 begins. An employee must return to work for a period of sixty (60) calendar  
29 days with no absences for illness related to the original illness in order for a new  
30 1-year limitation period to commence.

31 (5) Where both husband and wife are employed by the County, either the husband  
32 or the wife shall be entitled to one family plan. Further, if the husband elects to

1 be the named insured, the wife shall be a dependent under the husband's plan, or  
2 if the wife elects to be the named insured, the husband shall be a dependent  
3 under the wife's plan. Should neither party make an election the County  
4 reserves the right to enroll the less senior employee in the plan of the more  
5 senior employee. Should one spouse retire with health insurance coverage at no  
6 cost to the retiree, the employed spouse shall continue as a dependent on the  
7 retiree's policy, which shall be the dominant policy.

8 (6) Coverage of enrolled employees shall be in accordance with the monthly  
9 enrollment cycle administered by the County.

10 (7) Eligible employees may continue to apply to change their health plan to one of  
11 the options available to employees on an annual basis. This open enrollment  
12 shall be held at a date to be determined by the County and announced at least  
13 forty-five (45) days in advance.

14 (8) The County shall have the right to require employees to sign an authorization  
15 enabling non-County employees to audit medical and dental records.  
16 Information obtained as a result of such audits shall not be released to the  
17 County with employee names unless necessary for billing, collection, or  
18 payment of claims.

19 (9) The County reserves the right to terminate its contracts with its health plans  
20 and enter into a contract with any other administrator. The County may  
21 terminate its contract with its current health plan administrator and enter into a  
22 replacement contract with any other qualified administrator or establish a self-  
23 administered plan provided:

24 (a) That the cost of any replacement program shall be no greater to individual  
25 group members than provided in par. (3) above immediately prior to  
26 making any change.

27 (b) That the coverages and benefits of such replacement program shall remain  
28 the same as the written Plan Document currently in effect for employees  
29 and retirees.

30 (c) Prior to a substitution of a Third Party Administrator (TPA)  
31 or implementing a self-administered plan, the County agrees to provide  
32 the Association with a full 60 days to review any new plan and/or TPA.

- (10) The County reserves the right to establish a network of Preferred Providers. The network shall consist of hospitals, physicians, and other health care providers selected by the County. The County reserves the right to add, modify or delete any and all providers under the Preferred Provider Network.
- (11) Upon the death of any retiree, only those survivors eligible for health insurance benefits prior to such retiree's death shall retain continued eligibility for the Employee Health Insurance Program.
- (12) Employees hired on and after January 01, 2006 may upon retirement opt to continue their membership in the County Group Health Benefit Program upon payment of the full monthly cost.
- (13) All eligible employees enrolled in the PPO shall have a deductible equal to the following:
- (a) The in-network deductible shall be one hundred fifty dollars (\$150.00) per insured, per calendar year; four hundred fifty dollars (\$450.00) per family, per calendar year.
  - (b) The out-of-network deductible shall be four hundred dollars (\$400.00) per insured, per calendar year; one thousand two hundred dollars (\$1,200.00) per family, per calendar year.
- (14) All eligible employees and/or their dependents enrolled in the PPO shall be subject to a twenty dollar (\$20.00) in-network office visit co-payment or forty dollar (\$40.00) out-of-network office visit co-payment for all illness or injury related office visits. The in-network office visit co-payment shall not apply to preventative care, which includes prenatal, baby-wellness, and physicals, as determined by the plan.
- (15) All eligible employees and/or their dependents enrolled in the PPO shall be subject to a co-insurance co-payment after application of the deductible and/or office visit co-payment.
- (a) The in-network co-insurance co-payment shall be equal to ten percent (10%) of all charges subject to the applicable out-of-pocket maximum,
  - (b) The out-of-network co-insurance co-payment shall be equal to twenty percent (20%) of all charges subject to the applicable out-of-pocket maximum,

- 1           (16) All eligible employees enrolled in the PPO shall be subject to the following  
2 out-of-pocket expenses including any applicable deductible and percent co-  
3 payments to a calendar year maximum of
- 4           (a) one thousand five hundred dollars (\$1,500.00) in-network under a  
5 single plan.
  - 6           (b) two thousand five hundred dollars (\$2,500.00) in-network under a  
7 family plan.
  - 8           (c) three thousand dollars (\$3,000.00) out-of-network under a single plan.
  - 9           (d) five thousand dollars (\$5,000.00) out-of-network under a family plan.
  - 10          (e) Office visit co-payments are not limited and do not count toward the  
11 calendar year out-of-pocket maximum(s).
  - 12          (f) Charges that are over usual and customary do not count toward the  
13 calendar year out-of-pocket maximum(s).
  - 14          (g) Prescription drug co-payments do not count toward the calendar year  
15 out-of-pocket maximum(s).
  - 16          (h) Other medical benefits not described in 16 (e), (f), and (g) shall be paid  
17 by the County at 100% after the calendar year out-of-pocket  
18 maximum(s) has been satisfied.
- 19       (17) All eligible employees and/or their dependents enrolled in the PPO shall pay a  
20 fifty dollar (\$50.00) emergency room co-payment in-network or out-of-network.  
21 The co-payment shall be waived if the employee and/or their dependents are  
22 admitted directly to the hospital from the emergency room. In-network and out-  
23 of-network deductibles and co-insurance percentages apply.
- 24       (18) All eligible employees enrolled in the PPO or HMO shall pay the following for  
25 a thirty (30) day prescription drug supply at a participating pharmacy or a ninety  
26 (90) day mail-order prescription drug supply:
- 27           (a) Five dollar (\$5.00) co-payment for all generic drugs.
  - 28           (b) Twenty dollar (\$20.00) co-payment for all brand name drugs on the  
29 formulary list.
  - 30           (c) Forty dollar (\$40.00) co-payment for all non-formulary brand name  
31 drugs.
- 32

- 1 (d) Non-legend drugs may be covered at the five dollar (\$5.00) generic co-  
2 payment level at the discretion of the plan.
- 3 (e) The plan shall determine all management protocols.
- 4 (19) All eligible employees and/or their dependents enrolled in the HMO shall be  
5 subject to a ten dollar (\$10.00) office visit co-payment for all illness or injury  
6 related office visits. The office visit co-payment shall not apply to  
7 preventative care. The County and/or the plan shall determine preventative  
8 care.
- 9 (20) All eligible employees and/or their dependents enrolled in the HMO shall pay  
10 a one hundred dollar (\$100.00) co-payment for each in-patient hospitalization.  
11 There is a maximum of five (5) co-payments per person, per calendar year.
- 12 (21) All eligible employees and/or their dependents enrolled in the HMO shall pay  
13 fifty percent (50%) co-insurance on all durable medical equipment to a  
14 maximum of fifty dollars (\$50.00) per appliance or piece of equipment.
- 15 (22) All eligible employees and/or their dependents enrolled in the HMO shall pay  
16 a fifty dollar (\$50.00) emergency room co-payment (facility only). The co-  
17 payment shall be waived if the employee and/or their dependents are admitted  
18 to the hospital directly from the emergency room.
- 19 (23) All eligible employees and/or their dependents benefits for the in-patient and  
20 out-patient treatment of mental and nervous disorders, alcohol and other drug  
21 abuse (AODA) are as follows:
- 22 (a) If the employee and the dependent use an in-patient PPO facility,  
23 benefits are payable at eighty percent (80%) of the contracted rate for  
24 thirty (30) days as long as the PPO approves both the medical necessity  
25 and appropriateness of such hospitalization.
- 26 (b) If the employee and the dependent use a non-PPO facility, benefits are  
27 payable at fifty percent (50%) of the contracted rate for a maximum of  
28 thirty (30) days. The hospitalization is still subject to utilization review  
29 for medical necessity and medical appropriateness.
- 30 (c) The first two (2) visits of outpatient treatment by network providers will  
31 be reimbursed at one hundred percent (100%) with no utilization review  
32 required. Up to twenty-five (25) further visits for outpatient treatment

1 when authorized by the PPO, will be reimbursed at ninety-five percent  
2 (95%) of the PPO contracted rate. In addition, when authorized by the  
3 PPO, up to thirty (30) days per calendar year, per insured, of day  
4 treatment or partial hospitalization shall be paid at ninety five percent  
5 (95%) of the contracted rate for all authorized stays at PPO facilities.

6 (d) The first fifteen (15) visits of out-patient treatment authorized by the  
7 PPO but not provided by a PPO provider shall be paid at fifty percent  
8 (50%) of the contracted rate for all medically necessary and appropriate  
9 treatment as determined by the PPO. When authorized by the PPO, up to  
10 thirty (30) days per calendar year, per insured, of day treatment or partial  
11 hospitalization shall be paid at fifty percent (50%) of the contracted rate  
12 for all authorized stays at non-PPO facilities.

13 (24) Each calendar year, the County shall pay a cash incentive of five hundred  
14 dollars (\$500.00) per contract (single or family plan) to each eligible employee  
15 who elects to dis-enroll or not to enroll in a Milwaukee County Health Plan.  
16 Any employee who is hired on and after January 1 and who would be eligible to  
17 enroll in health insurance under the present County guidelines who chooses not  
18 to enroll in a Milwaukee County health plan shall also receive five hundred  
19 dollars (\$500.00). Proof of coverage in a non-Milwaukee County group health  
20 insurance plan must be provided in order to qualify for the five hundred dollars  
21 (\$500.00) payment. Such proof shall consist of a current health enrollment  
22 card.

23 (a) The five hundred dollars (\$500.00) shall be paid on an after tax basis.  
24 When administratively possible, the County may convert the five  
25 hundred dollars (\$500.00) payment to a pre-tax credit which the  
26 employee may use as a credit towards any employee benefit available  
27 within a flexible benefits plan.

28 (b) The five hundred dollars (\$500.00) payment shall be paid on an annual  
29 basis by payroll check no later than April 1st of any given year to  
30 qualified employees on the County payroll as of January 1st. An  
31 employee who loses his/her non-Milwaukee County group health  
32 insurance coverage may elect to re-join the Milwaukee County



1 Conventional Health Plan. The employee would not be able to re-join  
2 an HMO until the next open enrollment period. The five hundred  
3 dollars (\$500.00) payment must be repaid in full to the County prior to  
4 coverage commencing. Should an employee re-join a health plan  
5 he/she would not be eligible to opt out of the plan in a subsequent  
6 calendar year.

7 (25) The County shall implement a disease management program. Such program  
8 shall be designed to enhance the medical outcome of a chronic illness through  
9 education, treatment, and appropriate care. Participation in the program by the  
10 patient shall be strictly voluntary, and the patient can determine their individual  
11 level of involvement. Chronic illness shall be managed through a variety of  
12 interventions, including but not limited to contacts with patient and physician,  
13 health assessments, education materials, and referrals. The County shall  
14 determine all aspects of the disease management program. The County and the  
15 Association agree to reopen the 2007–2008 contract to negotiate the  
16 implementation of a Wellness and Disease Management Program if the County  
17 is successful in establishing a Wellness and Disease Management Program.

18 (26) The County shall provide a Dental Insurance Plan equal to and no less than is  
19 currently available to employees. Each eligible employee enrolled in the  
20 Milwaukee County Dental Benefit Plan shall pay two dollars (\$2.00) per month  
21 toward the cost of a single plan, or six dollars (\$6.00) per month toward the cost  
22 of a family plan. Employees may opt not to enroll in the Dental Plan.

## 23 24 2.062 LIFE INSURANCE

25 (1) The County shall pay the full premium for employee's life insurance coverage  
26 based upon earnings to and including the first \$20,000. Life insurance  
27 coverage will be in accordance with the provisions of Chapter 62 of the County  
28 General Ordinances.

29 (2) Employees are eligible to participate in an Optional Life Insurance Program  
30 provided in Section 62.08 of the General Ordinances of Milwaukee County,  
31 during the annual open enrollment period.  
32

1  
2 The entire cost of this additional insurance is borne by the employee. Premium  
3 payment shall be made by way of payroll deduction except for periods of  
4 unpaid leave. During such periods, in order to maintain coverage pending  
5 return to paid status, the employee shall make premium payments directly to  
6 the County in the manner prescribed by the County.  
7

#### 8 2.07 SEMINAR REIMBURSEMENT

- 9 (1) Effective January 1, 2006 Milwaukee County agrees to provide seminar  
10 reimbursement of six hundred dollars (\$600.00) per year per employee to be  
11 used for the payment of registration fees or other reasonable and necessary  
12 expenses for courses approved by the Continuing Legal Education Board and  
13 related to the employee's work and taken in the current year or the preceding  
14 year. Reimbursement of course fees shall be made on a voucher system. Each  
15 employee shall account, as may be reasonably required by the County, for the  
16 use of any funds from the Employee Continuing Legal Education Account.
- 17 (2) Any unused funds as described in paragraph (1) above may be carried over for  
18 use in the subsequent year. Any unused hours necessary to complete the CLE  
19 requirement for the previous year may be carried over for the first 4 months of  
20 the subsequent year.
- 21 (3) Any unused portion of the amount contributed annually to each employee's  
22 CLE account by the County may be used by the employee for the payment of  
23 the costs of periodicals and other publications or payment toward professional  
24 association dues related to the employee's work and purchased in the current  
25 year or the preceding year. Payment toward such costs shall be made in the  
26 pay period following the pay period in which the request for payment is made  
27 or as soon thereafter as practical.
- 28 (4) Requests to use the money herein set forth shall be subject to the approval of  
29 the Department Head. Such approval shall not be unreasonably denied.
- 30 (5) Upon termination of employment, an employee's right to any unused portion of  
31 the funds remaining in the employees' Continuing Legal Education Account  
32 shall also terminate. Any unused funds shall revert to the County.

- 1           (6)     Effective January 1, 2006 employees shall be reimbursed for one hundred percent  
2                     (100%) of the cost of the minimum required mandatory membership dues in the  
3                     Wisconsin Bar Association.  
4

5     2.08 DISCHARGE FOR CAUSE

- 6           (1)     Unit members in the exempt service with more than 6 months continuous  
7                     service shall not be dismissed without "just cause".  
8           (2)     Unit members in the classified service with more than 6 months continuous  
9                     service shall not be discharged except in accordance with the provisions of s.  
10                    63.10 Wis. Stats., and the applicable Rules of the Civil Service Commission.  
11          (3)     Written records of verbal reprimands or counseling shall be removed from the  
12                     employee's personnel file two years from the date the reprimand was issued,  
13                     provided that the employee has had no disciplinary action for a similar offense.  
14

15     2.09 CHANGES IN CLASSIFICATION

- 16          (1)     When, in the judgment of the Association, a position or group of positions in  
17                     the bargaining unit are improperly classified because of changes in the duties  
18                     or responsibilities, the Association shall submit its recommendations for  
19                     reclassification in writing to the Director of Human Resources. All requests  
20                     shall include updated position descriptions, detailed information regarding the  
21                     duties assigned to the positions, a summary of the change in duties and other  
22                     pertinent information in a format designated by the Director of Human  
23                     Resources. The Director of Human Resources shall review the duties assigned  
24                     to the position as well as any other information provided and submit a  
25                     recommendation to the Union.  
26          (2)     In the event the Union concurs with the recommendations of the Director of  
27                     Human Resources to reclassify a position, the recommendation shall be  
28                     included on a report distributed to all County Board Supervisors.  
29          (3)     In the event the Union does not concur with the recommendation of the  
30                     Director of Human Resources, both parties may request or provide such  
31                     additional information as may clarify the appropriate classification for the  
32                     position. After reviewing the additional information, if both parties concur that

1 a reclassification is appropriate, the recommendation of the Director of Human  
2 Resources shall be included in a report distributed to all County Board  
3 Supervisors.

- 4 (4) In the event the Union and the Director of Human Resources cannot agree on  
5 the appropriate classification for an existing position, either party may appeal  
6 to the Personnel Committee within 30 days of receiving notice of the Director  
7 of Human Resources final recommendation. Both parties shall submit a  
8 written summary of the rationale for their opinion to the Personnel Committee  
9 as well as any other information deemed appropriate. The decision of the  
10 County Board on the Personnel Committee recommendation, subject to review  
11 by the County Executive, shall be final and if a change in classification is  
12 approved, it shall be implemented the first day of the pay period following that  
13 in which a resolution adopted by the County Board has been approved by the  
14 County Executive.

- 15 (5) Monthly, while a reclassification is pending, the Director of Human Resources  
16 shall provide a report to the Personnel Committee which lists all position  
17 reclassifications which the Director intends to approve, along with a fiscal note  
18 for each. This report shall be distributed to all County Supervisors and placed  
19 on the Personnel Committee agenda for informational purposes. If a County  
20 Supervisor objects to the decision of the Director of Human Resources within  
21 seven working days of receiving this report, the reclassification shall be held in  
22 abeyance until resolved by the County Board upon recommendation of the  
23 Personnel Committee, and subsequent County Executive action. If no County  
24 Supervisor objects, the reclassification shall be implemented the first day of  
25 the first pay period following the meeting of the Personnel Committee and in  
26 compliance with collective bargaining agreements. In the event the County  
27 Board takes no action on a reclassification, after receipt of a recommendation  
28 from the Personnel Committee, the reclassification shall be implemented the  
29 first day of the first pay period following action by the County Executive or, in  
30 the event of a veto, a final County Board action.

1     2.10 MILITARY LEAVE

- 2             (1)     Employees holding regular civil service status who are required to take periods  
3                     of training for the purpose of retaining status as members in organized units of  
4                     the Reserve Corps of the Army, Navy, Air Force, Marine Corps., Coast Guard,  
5                     and the National Guard, and who are ordered to active duty, may be granted  
6                     leave of absence upon submission of evidence of receipt of competent orders.  
7             (2)     Employees shall have the option to receive full County pay during such leave  
8                     or to retain military pay. Employees choosing to be compensated by the  
9                     County shall submit their military base pay to the County Treasurer.  
10            (3)     Paid leave of absence for this purpose shall not exceed 15 days per year.

11  
12     2.11 RETIREMENT SYSTEM

- 13            (1)     For employees hired on and after January 1, 1982, the provisions of Chapter  
14                     2.01.24, Employee Retirement System shall be modified as follows:  
15                     (a)     Final average salary means the average annual earnable compensation  
16                             for five consecutive years of service during which the employee's  
17                             earnable compensation was the highest or, if he should have less than  
18                             five years of service, then his average annual earnable compensation  
19                             during such period of service. Effective December 22, 2002 (Pay  
20                             Period one of 2003), the word "five" in the preceding sentence shall be  
21                             replaced with "three".  
22                     (b)     An employee who meets the requirements for a normal pension shall  
23                             receive an amount equal to 1-1/2% of his final average salary  
24                             multiplied by the number of years of service.  
25                     (c)     All pension service credit earned on and after January 1, 2001 shall be  
26                             credited in an amount equal to 2% of the employee's final average  
27                             salary. For each year of service credit earned after January 1, 2001,  
28                             eight (8) years of service credit earned prior to January 1, 2001 shall be  
29                             credited at 2% of the employee's final average salary. Said credit shall  
30                             be awarded on a daily basis.  
31                     (d)     Any employee whose last period of continuous membership began on  
32                             or after January 1, 1982, shall not be eligible for a deferred vested

1 pension if his employment is terminated prior to his completion of five  
2 (5) years of service.

- 3 (2) Retention Incentive Bonus. Members of the system whose membership began  
4 prior to January 1, 1982, and as of January 1, 2001, are either actively  
5 employed or on an approved leave of absence, shall have their final average  
6 salary increased by a bonus of 7.5% for each year of pension service credit  
7 earned after January 1, 2001. Said bonus shall be credited on a daily basis and  
8 the maximum bonus which can be added to an eligible member's final average  
9 salary shall not exceed 25%. This provision shall not apply to a member of the  
10 employee's Retirement System who became a member of the system prior to  
11 January 1, 1982, and as of January 1, 2001 is either for a deferred vested  
12 benefit under 201.24 (4.5) or is receiving a pension benefit, unless such  
13 member returns to active County employment on or after January 1, 2001 and  
14 is eligible to earn additional pension service credit.
- 15 (3) For employees who retire after January 1, 1986 overtime shall not be included  
16 in the computation of final average salary.
- 17 (4) A member of the retirement system shall be eligible for an accidental  
18 disability pension pursuant to Milwaukee County Ordinances.
- 19 (5) Veterans Service Credit. Employees retiring on or after November 22, 1989  
20 shall be entitled to pension service credit for military service under Section  
21 2.01.24 II(10) of the Employees Retirement System as amended by the County  
22 Board of Supervisors through File #85-583(a) notwithstanding the effective  
23 date indicated in the amendment.
- 24 (6) Members who retire on or after January 1, 2001 and whose membership in the  
25 Employees' Retirement System began before January 1, 2006 shall be eligible for a  
26 normal pension when the age of the member when added to his/her years of service  
27 equals 75, but this provision shall not apply to any member eligible for a deferred  
28 vested retirement benefit under 4.5 Chapter 201, Employees' Retirement System of  
29 the County of Milwaukee. Nor shall this provision apply to any employee whose  
30 membership in the Employees' Retirement System began on or after January 1,  
31 2006.
- 32

- 1           (7)     Members who hold positions for which membership in the Employees' Retirement  
2                     System is optional and opt for such membership, shall have pension service credit  
3                     earned after January 1, 2001 credited at 2%. However, such service credit shall not  
4                     result in a multiplier increase for service credit earned prior to January 1, 2001 nor  
5                     shall such service credit qualify the member for a retention incentive bonus.

6  
7     2.111 BACK DROP PENSION BENEFIT

8     The provisions of this section shall apply to any employee whose application to retire is  
9     effective after January 1, 2001 and whose membership in the Employees' Retirement System  
10    began before January 1, 2006; but shall not apply to any member of the Employee Retirement  
11    System who is eligible for a deferred pension benefit under 201.24(4.5). Nor shall this  
12    provision apply to any employee whose membership in the Employees' Retirement System  
13    began on or after January 1, 2006. Upon retirement, an eligible employee may opt for a "back  
14    drop" pension benefit as follows:

- 15           (1)     An employee may request a monthly pension benefit based on accrued pension  
16                     service credit and final average salary calculation as of a specific date in the  
17                     past which shall be referred to as the "back drop date". The "back drop date"  
18                     may not be prior to the earliest date that the employee was eligible to retire,  
19                     and shall not be less than one year prior to the date the employee leaves active  
20                     County employment. The monthly pension benefit the employee was eligible  
21                     to receive as of the "back drop date" shall be referred to as the "monthly drop  
22                     benefit".
- 23           (2)     The total amount of the "monthly drop benefit" payments the employee would  
24                     have received (plus the annual 2% pension increase) between the "back drop  
25                     date" and the date the employee is removed from the County payroll due to  
26                     actual retirement (after exhausting all allowable accrued time balances as  
27                     documented by an ETCR form excluding sick allowance payments under sec.  
28                     2.12), plus interest earnings compounded on a monthly basis equal to the  
29                     pension fund rate of return used by the ERS actuary for computing the  
30                     County's annual contribution to the system, shall be referred to as the "total  
31                     drop benefit".

- 1           (3)    If the employee opts for a “back drop” pension benefit:
- 2                a.       The “total drop benefit” shall be paid to the employee with appropriate
- 3                       deductions for state and federal taxes; or if permitted by IRS
- 4                       regulations, the employee may “roll over” the “total drop benefit” to an
- 5                       IRA; and
- 6                b.       The member shall begin to receive monthly payments of the “monthly
- 7                       drop benefit” (plus the annual 2% pension increase).
- 8           (4)    The standard pension options shall be available to an employee who opts for a
- 9                       “back drop benefit”, and the retention incentives incorporated into the pension
- 10                      benefit effective January 1, 2001 shall be included when calculating the
- 11                      “monthly drop benefit”.
- 12

13   2.115 CORPORATE TRANSIT PASS PROGRAM

14   Upon implementation of the Corporate Transit Pass Program by Milwaukee County,

15   Milwaukee County agrees to offer the program to the members of the Association. The

16   program would provide the best value transit pass available through Milwaukee County.

17

18   2.12 SICK ALLOWANCE PAY OUT UPON RETIREMENT

- 19           (1)    At the time of retirement employees who became members of the
- 20                       Employees Retirement System prior to January 1, 2006 shall receive
- 21                       full payment for all accrued sick allowance hours earned before
- 22                       November 4, 2005. Twenty-five percent (25%) of any remaining
- 23                       accrued sick allowance hours earned on and after November 4, 2005
- 24                       shall be paid out at the employee’s final hourly rate of pay. For
- 25                       calculation purposes, sick leave earned before November 4, 2005 shall
- 26                       be used prior to sick leave earned on and after November 4, 2005 for all
- 27                       hours of sick leave used prior to retirement. Such payment shall be
- 28                       made in a lump sum, and shall not be included in the calculation of the
- 29                       employee’s final average salary for pension calculation purposes. Nor
- 30                       shall pension service credit be granted in connection with the lump sum
- 31                       payment. The payment shall have no effect on the employee’s
- 32                       retirement date. If permissible under IRS provisions, such payment



1 shall be placed in a "back drop account" in the Employees' Retirement  
2 System whether or not the employee exercises an option under sec.  
3 2.111.—The provisions of this section shall not apply to an employee  
4 who is eligible for a deferred retirement benefit under Section 4.5 of  
5 201.24 of the Employees' Retirement System.

- 6 (2) Employees who became members of the Employees Retirement System on or  
7 after January 1, 2006 shall have the full value of their accrued sick allowance  
8 at the time of retirement (total hours accrued times the hourly rate at the time  
9 of retirement) credited toward the cost of health insurance after retirement.  
10 When the amount credited is exhausted, the employee or eligible beneficiary,  
11 may opt to continue his/her membership in the County Group Health Benefit  
12 Program upon payment of the full monthly cost. The provisions of this section  
13 shall not apply to a member of the system who is eligible for a deferred  
14 retirement benefit under section 4.5 of 201.24 of the Employees' Retirement  
15 System.

16  
17 2.13 LEAVES OF ABSENCE WITHOUT PAY

- 18 (1) Bargaining unit employees in the classified and exempt service may be granted  
19 leave of absence without pay upon request during the first six (6) months  
20 following the birth or adoption of a child, not to exceed six (6) months. Such  
21 leave shall not be unreasonably denied. In the event that a medical disability  
22 leave was granted immediately prior to the request for a leave without pay due  
23 to parenting, the total combined leaves, including the disability leave, shall not  
24 exceed six (6) months.
- 25 (2) Leaves of absence without pay not exceeding 30 calendar days shall be granted  
26 for any good reason to any bargaining unit employee upon request with the  
27 approval of the employee's department head or appointing authority after said  
28 employee has exhausted all of his/her accrued time (i.e. compensatory,  
29 holiday, vacation and sick leave for medical leaves of absence). Such leave  
30 shall not be unreasonably denied. Employees shall return to their former  
31 classification upon return from such leave.

1           (3)   Leaves of absence without pay in excess of 30 days may be granted in the  
2                   same manner and for the same reason set forth in Rule VIII, Section 2, of the  
3                   Rules of the Civil Service Commission. Such leave shall not be unreasonably  
4                   denied.

5           (4)   Employees returning from an approved leave of absence without pay for six  
6                   months or less shall return to their former classification from which the leave  
7                   was granted. After an approved leave of absence without pay of 6 months or  
8                   more, employees shall be returned to their former classification if a vacant  
9                   position authorized to be filled exists. If not, the County will make every  
10                  reasonable effort to place such employee in another vacant position authorized  
11                  to be filled within the same classification in the County service. If no such  
12                  vacancy exists, the employee shall be placed on the reinstatement list for that  
13                  classification.

14          (5)   Failure to return from leave of absence upon the expiration of such leave shall  
15                  be considered a resignation in absentia, and shall terminate any and all rights to  
16                  reinstatement.

17  
18   2.14 INJURY OR ILLNESS IN LINE OF DUTY

19   Milwaukee County shall comply with the provisions of all pertinent Workers Compensation  
20   Laws and the Americans with Disabilities Act. The County shall promulgate and distribute  
21   procedures to be followed when an employee is injured or becomes ill in the line of duty. Such  
22   procedures shall be provided to the union and included in the County administrative manual.

23  
24   2.15 HOLIDAYS

25   In addition to the holidays set forth in Chapter 17.17(2) C.G.O., the third Monday of January  
26   shall be observed as a minor holiday in commemoration of the birth of Martin Luther King,  
27   Jr., and the Friday following Thanksgiving shall be observed as a minor holiday.

28  
29   To qualify for any paid holiday employees must work or be in pay status on the last scheduled  
30   work day immediately preceding and the first scheduled work day immediately following the  
31   holiday.

1  
2 2.16 DEFERRED COMPENSATION

3 Bargaining unit employees shall be permitted to participate in Milwaukee County's Deferred  
4 Compensation Program. Milwaukee County reserves the unilateral right to select the Plan  
5 Administrator and/or change the Plan Administration.  
6

7 2.17 DEPENDENT CARE VOUCHERS

8 Effective January, 1990 the parties agree to implement a dependent care voucher system  
9 which is a salary reduction program for the purpose of paying work related dependent care  
10 costs via a voucher program administered by a third party of the County's choosing. Such a  
11 program shall be conducted in accordance with State and Federal regulations.  
12

13 2.18 AMERICANS WITH DISABILITIES LAW

14 The County and the Union agree that the County will take all appropriate action necessary to  
15 comply with the Americans With Disabilities Law.  
16

17 PART 3  
18

19 3.01 GRIEVANCE PROCEDURE

- 20 (1) APPLICATION: EXCEPTIONS - The grievance procedure shall not be used  
21 to change existing wage schedules, hours of work, working conditions, fringe  
22 benefits and position classifications established by ordinances and rules which  
23 are matters processed under other existing procedures. Only matters involving  
24 the interpretation, application or enforcement of the terms of this Agreement  
25 shall constitute a grievance.
- 26 (2) REPRESENTATIVES - An employee may choose to be represented at any  
27 step in the procedure by Union representatives (not to exceed 1).
- 28 (3) TIME OF HANDLING - Whenever possible, grievances will be handled after  
29 the regularly scheduled working hours of the parties involved.

- 1 (4) TIME LIMITATIONS - If it is impossible to comply with the time limits  
2 specified in the procedure because of work schedules, illness, vacations, etc.,  
3 these limits may be extended by mutual consent in writing. If any extension is  
4 not agreed upon by the parties within the time limits herein provided or a reply  
5 to the grievance is not received within time limits provided herein, the  
6 grievance shall be appealed directly to the next step of the procedure. Failure  
7 on the part of the Union to appeal a grievance to the next step of the procedure  
8 pursuant to the time limits outlined in the procedure shall cause the grievance  
9 to be settled.
- 10 (5) SETTLEMENT OF GRIEVANCES - Any grievance shall be considered  
11 settled at the completion of any step in the procedure if all parties concerned  
12 are mutually satisfied. Dissatisfaction is implied in recourse from one step to  
13 the next.
- 14 (6) FORMS - There are two separate forms used in processing a grievance:  
15 (a) Grievance Initiation Form;  
16 (b) Grievance Disposition Form
- 17 (7) Procedures To Be Followed When Initiating A Written Grievance Initiation  
18 Form:  
19 (a) The employee with his/her Union representative shall cite the rule,  
20 regulation or contract provision that was alleged to have been violated  
21 at the first step of the grievance procedure.  
22 (b) The employee with his/her Union representative shall in writing  
23 provide his/her immediate supervisor designated to hear grievances an  
24 explanation as to when, where, what, who and why the employee  
25 believes that his/her contractual rights have allegedly been violated.  
26 The written Grievance Initiation Form shall contain the date or time  
27 that the employee alleges that his/her contractual rights have been  
28 violated.  
29 (c) The employee with his/her Union representative shall detail, in writing,  
30 the relief the employee is requesting.

- 1 (d) If more space is required than is provided for on the written Grievance  
2 Initiation Form in order to comply with the provisions of this section, the  
3 employee shall be permitted to submit written attachments to said form.
- 4 (e) The written Grievance Initiation Form shall be prepared by the  
5 employee with his/her Union representative in a manner that is neat,  
6 clear, and discernible.
- 7 (f) If the employee with his/her Union representative fails to follow  
8 Section 3.01 (6) 1, 2, 3, 4, and 5 the employee's immediate supervisor  
9 designated to hear grievances may return the written Grievance  
10 Initiation Form to the employee for corrections. If the grievant fails to  
11 make corrections within three working days, the grievance shall not be  
12 processed and shall be considered withdrawn.
- 13 (g) These procedures are to assist the employee, the Union and  
14 management in the resolution of grievances at the lowest level of the  
15 grievance procedure. It is understood by the parties that should a  
16 dispute arise as to the intent of this section, the Union and the Director  
17 of the Department of Labor Relations, or designee will meet to discuss  
18 the dispute and resolve it to the mutual satisfaction of both parties.

19 (8) STEPS IN THE PROCEDURE

20 (a) STEP 1

- 21 1. The employee with his/her representative, will explain his  
22 grievance verbally to the employee's immediate supervisor  
23 designated to respond to employee grievances.
- 24 2. The employee's immediate supervisor designated to receive  
25 grievances, shall within five working days verbally inform the  
26 employee of his/her decision on the grievance presented.

27 (b) STEP 2

- 28 1. If the grievance is not settled at the first step, the employee with  
29 his/her Union representative shall prepare in writing the  
30 Grievance Initiation Form and shall serve it upon the person  
31 designated to receive grievances and shall present such form to  
32 the supervisor designated in Step 1 to initial as confirmation of  
33 his/her verbal response.

1 (a) The employee with his/her Union representative shall  
2 fill out the written Grievance Initiation Form pursuant to  
3 Section 3.01 (6)(c) 1,2,3,4,5,6, and 7 of this Agreement.

4 2. The employee with his/her Union representative after receiving  
5 confirmation shall forward the grievance to his/her appointing  
6 authority or the person designated by him/her to receive  
7 grievances within fifteen (15) working days of the verbal  
8 decision.

9 3. The person designated in Step 2, Par. 2, will schedule a hearing  
10 with the person concerned, and within fifteen (15) days from  
11 date of service of the written Grievance Initiation Form, the  
12 Hearing Officer shall inform the aggrieved employee and the  
13 Union in writing of his/her decision.

14 4. The second step of the grievance procedure may be waived by  
15 mutual consent of the Union and the Director of Labor Relations.  
16 If the grievance is not resolved at Step 2 as provided, the Union  
17 shall appeal such grievance within thirty (30) days from the date  
18 of the second step Grievance Disposition to Step 3.

19 (c) STEP 3

20 1. The Director of Labor Relations or designee shall attempt to  
21 resolve all grievances timely appealed to the third step. The  
22 Director of Labor Relations or designee shall respond in writing  
23 to the Union within 30 working days from the date of receipt by  
24 the Director of Labor Relations of the Step 2 appeal.

25 2. In the event the Director of Labor Relations or designee and the  
26 Union mutually agree to a resolution of the dispute, it shall be  
27 reduced to writing and become binding upon all parties.

28 3. The Step 3 of the grievance procedure shall be limited to the  
29 Director of Labor Relations or designee and a representative of  
30 the Union and representatives of the appropriate appointing  
31 authority involved in each dispute. The number of  
32 representatives at any Step 3 hearing may be modified by mutual  
33 consent of the parties.

1                               4.     The Director of Labor Relations or designee shall have the  
2   unilateral authority to modify any grievance disposition  
3   rendered in Step 1 and/or Step 2.

4       (9)    No grievance shall be initiated after the expiration of 60 calendar days from the  
5                       date of the grievable event and a grievance shall be considered settled after one  
6                       year from initiation unless it is pending disposition of an arbitrator .

7       (10)   Representation at hearings on group grievances shall be limited to one  
8                       employees from among the group.

9       (11)   At each successive step of the grievance procedure, the subject matter treated  
10                      and the grievance disposition shall be limited to the precise issues arising out  
11                      of the original grievance as filed.

12       (12)   In those cases the grievance shall not be resolved in a manner inconsistent with  
13                      the existing collective bargaining agreement.

14       (13)   A copy of all grievance dispositions shall be promptly forwarded to the Union.

15       (14)   The Union shall, in writing, notify the Director of Labor Relations or designee  
16                      not less than forty-eight (48) hours prior to the arbitration hearing of the names  
17                      of the employees the Union wishes to have released for the arbitration hearing.  
18                      The release of said employees shall be subject to review by the Director of  
19                      Labor Relations or his/her designee. The release of employees shall not be  
20                      unreasonably denied.

21  
22     3.011 ARBITRATION PROCEDURE

23       (1)    To assist in the resolution of disputes arising under the terms of the Agreement  
24                      and in order to resolve such disputes, the parties agree to petition the  
25                      Wisconsin Employment Relations Commission to appoint an arbitrator from  
26                      their staff to resolve all disputes arising between the parties.

27       (2)    The filing of a grievance shall not stay the effectiveness of any rule, directive  
28                      or order which gave rise to such grievance and any such rule, directive or order  
29                      shall remain in full force and effect unless rescinded or modified as a result of  
30                      the Arbitrator's award.

31       (3)    Arbitration may be initiated by either party serving upon the other party a  
32                      notice, in writing, of its intent to proceed to arbitration. The notice shall

1 identify the specific contract provision upon which it relies, the grievance, the  
2 department, and the employee involved.

3 (4) Unless the parties, within five working days following the receipt of the  
4 written notice agree upon an arbitrator, either party may, in writing, request the  
5 Wisconsin Employment Relations Commission to submit a list of five  
6 arbitrators to both parties. The parties shall within five working days of the  
7 receipt of the list meet for the purpose of selecting the arbitrator by alternately  
8 striking names from the list until one name remains.

9 (5) For the purposes of brevity, the term "arbitrator" shall refer either to a single  
10 arbitrator or a panel of arbitrators, as the case may be.

11 (6) The following subjects shall not be submitted to arbitration:

12 (a) The statutory or charter obligations which by law are delegated to the  
13 Milwaukee County Board of Supervisors.

14 (b) Disputes or differences regarding the classification of positions and the  
15 elimination or creation of positions.

16 (7) No issue shall be the subject to arbitration unless the issue results from an  
17 action or occurrence which takes place following the execution of this  
18 Agreement.

19 (8) The arbitrator selected shall hold a hearing at a time and place convenient to  
20 the parties within 30 working days of the notification of selection, unless  
21 otherwise mutually agreed upon by the parties. Witnesses may be called. The  
22 arbitrator shall determine whether or not the dispute is arbitrable, under the  
23 express terms of this Agreement. Once it is determined that a dispute is  
24 arbitrable, the arbitrator shall proceed in accordance with this section to  
25 determine the merits of the dispute submitted to arbitration.

26 (9) No award of any arbitrator may be retroactive for a period greater than 130  
27 working days prior to the formal request for arbitration as herein provided, nor  
28 shall it cover or include any period prior to the date of execution of this  
29 Agreement.

30 (10) The arbitrator shall neither add to, detract from, nor modify the language of this  
31 Agreement in arriving at a determination of any issue presented that is proper  
32 for arbitration within the limitations expressed herein. The arbitrator shall have  
33 no authority to grant wage increases or wage decreases.



1 (11) The arbitrator shall expressly be confined to the precise written issue submitted  
2 for arbitration and shall not submit declarations of opinion which are not  
3 essential in reaching the determination of the question submitted unless  
4 requested to do so by the parties. It is contemplated by the parties that the  
5 arbitrator shall issue his award within sixty (60) days after the hearing unless  
6 the parties to this Agreement shall extend the period in writing by mutual  
7 consent.

8 (12) All expenses involved in the arbitration proceeding shall be borne equally by  
9 the parties. Expenses relating to the calling of witnesses or the obtaining of  
10 depositions or any other similar expense associated with proceeding shall be  
11 borne by the party at whose request the witnesses or depositions are required.

12 (13) The decision of the arbitrator when filed with the parties shall be binding on  
13 both parties.

14  
15 3.012 SELECTION OF ARBITRATOR

16 (1) To assist in the resolution of disputes arising under the terms of the Agreement  
17 and in order to resolve such disputes, the parties agree to petition the  
18 Wisconsin Employment Relations Commission to appoint an arbitrator from  
19 their staff to resolve all disputes arising between the parties.

20  
21 (2) HEARINGS

22 (a) The arbitrator shall have the authority upon referral of a grievance to  
23 investigate such grievance in such manner as in his judgment will  
24 apprise him of all of the facts and circumstances giving rise to such  
25 grievance to enable him to reach a decision. The arbitrator shall have  
26 the authority to conduct hearings and to request the presence of  
27 witnesses. At such hearings both the County and the Union may be  
28 represented by counsel and may call witnesses to testify in their behalf.  
29 Either party may request that a transcript of the proceedings be made.  
30 Any expenses incurred for witness fees or for the cost of the reporter  
31 and the preparation of transcript shall be borne by the party requesting  
32 the same, unless the parties by mutual agreement consent to share such

1 costs. The fees of the arbitrator shall be divided equally between the  
2 parties. The arbitrator shall complete his investigation within a  
3 reasonable period of time and file his decision and the reasons therefor  
4 in writing with the Department of Labor Relations.

5 (b) The filing of such grievance shall not stay the effectiveness of any rule,  
6 directive or order which gave rise to such grievance and any such rule,  
7 directive or order shall remain in full force and effect unless rescinded  
8 or modified as a result of the arbitrator's award.

9 (c) Any time prior to the filing of the arbitrator's award with the  
10 Department of Labor Relations, either party may petition the arbitrator  
11 to reopen the record for the purpose of presenting additional evidence.

12 (3) INTERPRETATION OF AGREEMENT - Any dispute arising between the  
13 parties out of the interpretation of the provisions of the Agreement shall be  
14 discussed by the Union with the Department of Labor Relations. If such  
15 dispute cannot be resolved between the parties in this manner, either party shall  
16 have the right to refer the dispute to the arbitrator who shall proceed in the  
17 manner prescribed in par. (2)(a), except as hereinafter provided. The parties  
18 may stipulate to the issues submitted to the arbitrator and shall present to such  
19 arbitrator, either orally or in writing, their respective positions with regard to  
20 the issues in dispute. The arbitrator shall be limited in his deliberations and  
21 decision to the issues so defined. The decision of the arbitrator shall be filed  
22 with the Department of Labor Relations.

23 (4) ARBITRATOR'S AUTHORITY - The arbitrator in all proceedings outlined  
24 above shall neither add to, detract from, nor modify the language of any Civil  
25 Service rule or resolution or ordinance of the Milwaukee County Board of  
26 Supervisors, nor revise any language of this Agreement. The arbitrator shall  
27 confine himself to the precise issue submitted.

28 (5) FINAL AND BINDING - The decision of the arbitrator when filed with the  
29 parties shall be binding on both parties.  
30

1 3.02 FAIR SHARE AGREEMENT

2 (1) Each pay period during the term of this Agreement, unless otherwise  
3 terminated as hereinafter provided, the employer shall deduct from the  
4 biweekly earnings of the employees specified herein an amount equal to such  
5 employee's proportionate share of the cost of the collective bargaining process  
6 and contract administration, and pay such amount to the treasurer of the  
7 certified bargaining representative of such employee within 10 days after such  
8 deduction is made, provided:

9 (a) That as to persons in the employ of the employer as of the effective  
10 date of this Agreement, such deduction shall be made and forwarded to  
11 the treasurer of the certified bargaining representative from the  
12 biweekly earnings of all bargaining unit employees.

13 (b) Such deduction shall be made and forwarded to the treasurer of the  
14 certified bargaining representative from the biweekly earnings of new  
15 bargaining unit employees in the first pay period following the  
16 completion of each such employee's probationary period.

17 (c) In order to insure that any such deduction represents the proportionate  
18 share of each employee in the bargaining unit of the cost of collective  
19 bargaining and contract administration, it is agreed as follows:

20 (d) Effective January 1, 1994 the Association agrees to pay \$5.00 per  
21 average member per year to the County for such service. Such  
22 payment shall be increased to \$7.50 effective January 1, 1996. Such  
23 payment shall be made to the County no later than January 31 of the  
24 calendar year following the payroll year for which the deductions were  
25 taken.

26 1. That prior to the implementation of the Agreement, the  
27 Association of Milwaukee County Attorneys shall submit to the  
28 County a schedule of monthly dues uniformly levied.

29 2. Any increase in dues or fair share amounts to be deducted shall  
30 be certified by the Association at least 15 days before the start  
31 of the pay period the increased deduction is to be effected. The  
32 Association shall request no more than two changes in the dues

1 or fair share structure in any calendar year. Prior to  
2 implementation, the Association shall consult with the Payroll  
3 Department Supervisor to insure that the proposed  
4 modifications are compatible with current computer capacity  
5 and programming. The County shall not be required to  
6 implement any change in the dues or fair share structure which  
7 does not meet these criteria.

- 8 3. The Association agrees that no funds collected from non-  
9 members under this fair share agreement will be allocated for,  
10 or devoted directly or indirectly to, the advancement of the  
11 candidacy of any person for any political office.

- 12 (2) In the event during the continuance of its recognition, the Association, its  
13 officers, agents or employees, or any of its members, acting individually or in  
14 concert with one another, engage in or encourage any Association-authorized  
15 strike or work stoppage against the County, including any of its departments  
16 and/or agencies, the deductions and payments of fair share contributions made  
17 in accordance with this Agreement, including deductions and payments made  
18 to the Association on behalf of employees who have signed and have on file  
19 dues deduction (voluntary checkoff) cards, shall be terminated forthwith by the  
20 County. Thereafter, for a period of one year, measured from the date of the  
21 onset of such strike or work stoppage, no deductions whatever shall be made  
22 from the earnings of any employee nor shall any payment whatever be made to  
23 the treasurer of the Association on account of dues deduction (voluntary  
24 checkoff) or fair share agreement contributions.

- 25 (3) In the case of an unauthorized strike, work stoppage, slowdown, or other  
26 interference with any phase of the County's operation by Association members,  
27 the County will notify the Association officials in writing of such occurrence.  
28 The Association shall, as promptly as possible, denounce the strike, work  
29 stoppage, slowdown or other interference with any phase of the County's  
30 operation and order its members to return to work. Good faith compliance  
31 with these requirements will stay the affect of par. (2). Failure on the part of  
32 the Association to immediately denounce the strike, work stoppage, slowdown

1 or other interference with County operations, and/or to order its members back  
2 to work, shall constitute an admission on the Association's part that such strike,  
3 work stoppage, slowdown or other interference with County operations is  
4 authorized.

5 (4) In the event the provisions of this fair share agreement are successfully  
6 challenged by any person affected thereby and it is determined by an  
7 administrative body or a court of competent jurisdiction that the deductions  
8 made pursuant to the provisions hereof are in any manner in conflict with the  
9 rights of the challenging party as those rights are affected by Ch. 63. Wis.  
10 Stats., or other provisions of law applicable to public employment, which  
11 determination results in an order or judgment against Milwaukee County  
12 requiring that it repay to the challenging party such sums as have been  
13 deducted from their earnings in accordance with the provisions hereof, the  
14 Association agrees to indemnify the County in full, including any and all costs  
15 or interest which may be a part of such order or judgment, for all sums for  
16 which the County has been determined to be liable.

17 (5) During the pendency of any action brought challenging the provisions of this  
18 fair share agreement or the right of the Association and the County to enter  
19 into such an agreement, all sums which the County has agreed to deduct from  
20 the earnings of employees covered by the agreement and transmit to the  
21 treasurer of the Association, except sums deducted pursuant to voluntary  
22 checkoff cards on file with the employer, shall be placed in trust pending the  
23 ultimate disposition of such action. In the event the outcome of such action  
24 favors the continuance of the fair share agreement, the monies held in trust,  
25 together with the interest earned thereon, shall be paid to the Association upon  
26 entry of judgment in such action.

## 27 28 PART 4

### 29 30 4.01 ENTIRE AGREEMENT

31 (1) The foregoing constitutes the entire Agreement between the parties and by  
32 which the parties intend to be bound and no verbal statement shall supersede

1 any of its provisions. All existing ordinances and resolutions of the  
2 Milwaukee County Board of Supervisors affecting wages, hours and  
3 conditions of employment not inconsistent with this Agreement are  
4 incorporated herein by reference as though fully set forth. To the extent that  
5 the provisions of this Agreement are in conflict with existing ordinances or  
6 resolutions, such ordinances and resolutions shall be modified to reflect the  
7 agreements herein contained.

- 8 (2) All agreements herein contained shall remain in full force and effect during the  
9 term of this Agreement and any extensions thereof to which the parties  
10 mutually agree. In the event this Agreement expires in accordance with the  
11 provision of Sec. 1.03 and is not mutually extended by agreement of the  
12 parties, the obligations herein contained shall cease and be of no further force  
13 or effect.

14  
15 4.03 SAVING CLAUSE

16 If any article or part of this Agreement is held to be invalid by operation of law or by any  
17 tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part  
18 should be restrained by such tribunal, the remainder of this Agreement shall not be affected  
19 thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a  
20 mutually satisfactory replacement for such article or part.

21  
22 4.04 COLLATERAL AGREEMENTS

23 This provision provides a method regarding the manner and extent of Union participation in  
24 resolving problems which do not come under the provisions of the Agreement or the  
25 grievance procedure. Agreements of this type will be entered into only by the President of the  
26 Local.

27  
28 Since the County has no awareness of the internal mechanisms for the authorization within  
29 the constituent Local, the signature of the President, when applicable, on any document  
30 reflecting an Agreement with the County shall be binding, it being assumed that such Union  
31 officer has either received authorization from his Local to execute the document or has  
32 determined in his judgment that the matters under consideration are not of such grave

1 consequence as to require membership ratification. The same presumption shall apply to the  
2 signature of the County official with whom the understanding has been negotiated.

3  
4 Management and the Union will keep each other apprised of the names of officials and  
5 administrators who may be involved in the procedure outlined.

6  
7 All present collateral agreements shall remain in effect for the life of this Agreement except as  
8 otherwise provided in said agreements.

9  
10 All collateral agreements shall be executed by the appropriate County official and authorized  
11 and signed by the Director of Labor Relations.  
12

# APPENDIX 1

PAY RANGE	STEP	UNION	11/4/2007	1%	ANNUAL	12/30/2007	4/6/2008	1%	ANNUAL
			HOURLY	BIWEEKLY		HOURLY	BIWEEKLY		
24C	1	AT	\$22.1987	\$1,775.90	\$46,350.99	\$23.0476	\$23.2781	\$1,862.25	\$48,604.73
24C	2	AT	\$23.0476	\$1,843.81	\$48,123.44	\$23.8945	\$24.1334	\$1,930.67	\$50,390.49
24C	3	AT	\$23.8945	\$1,911.56	\$49,891.72	\$24.7415	\$24.9889	\$1,999.11	\$52,176.77
24C	4	AT	\$24.7415	\$1,979.32	\$51,660.25	\$25.8613	\$26.1199	\$2,089.59	\$54,538.30
24C	5	AT	\$25.8613	\$2,068.90	\$53,998.29				
34Z	1	AT	\$20.0498	\$1,603.98	\$41,863.88	\$21.4459	\$21.6604	\$1,732.83	\$45,226.86
34Z	2	AT	\$21.4459	\$1,715.67	\$44,778.99	\$23.8041	\$24.0421	\$1,923.37	\$50,199.96
34Z	3	AT	\$23.8041	\$1,904.33	\$49,703.01	\$26.2410	\$26.5034	\$2,120.27	\$55,339.05
34Z	4	AT	\$26.2410	\$2,099.28	\$54,791.21	\$28.0668	\$28.3475	\$2,267.80	\$59,189.58
34Z	5	AT	\$28.0668	\$2,245.34	\$58,603.37	\$30.0200	\$30.3202	\$2,425.62	\$63,308.68
34Z	6	AT	\$30.0200	\$2,401.60	\$62,681.76	\$32.1091	\$32.4302	\$2,594.42	\$67,714.36
34Z	7	AT	\$32.1091	\$2,568.73	\$67,043.85	\$33.8726	\$34.2113	\$2,736.90	\$71,433.09
34Z	8	AT	\$33.8726	\$2,709.81	\$70,726.04	\$36.7338	\$37.1011	\$2,968.09	\$77,467.15
34Z	9	AT	\$36.7338	\$2,938.70	\$76,700.07	\$39.2896	\$39.6825	\$3,174.60	\$82,857.06
34Z	10	AT	\$39.2896	\$3,143.17	\$82,036.74	\$41.1997	\$41.6117	\$3,328.94	\$86,885.33
34Z	11	AT	\$41.1997	\$3,295.98	\$86,025.08	\$43.8266	\$44.2649	\$3,541.19	\$92,425.06
34Z	12	AT	\$43.8266	\$3,506.13	\$91,509.99	\$46.4563	\$46.9209	\$3,753.67	\$97,970.79
34Z	13	AT	\$46.4563	\$3,716.50	\$97,000.65	\$49.2436	\$49.7360	\$3,978.88	\$103,848.77
34Z	14	AT	\$49.2436	\$3,939.49	\$102,820.69	\$52.1983	\$52.7203	\$4,217.62	\$110,079.88
34Z	15	AT	\$52.1983	\$4,175.86	\$108,989.95				

PAY RANGE	STEP	UNION	6/29/2008	1%	ANNUAL	10/5/2008	1%	ANNUAL
			HOURLY	BIWEEKLY		HOURLY	BIWEEKLY	
24C	1	AT	\$23.5109	\$1,880.87	\$49,090.71	\$23.7460	\$1,899.68	\$49,581.65
24C	2	AT	\$24.3747	\$1,949.98	\$50,894.48	\$24.6184	\$1,969.47	\$51,403.17
24C	3	AT	\$25.2388	\$2,019.10	\$52,698.51	\$25.4912	\$2,039.30	\$53,225.73
24C	4	AT	\$26.3811	\$2,110.49	\$55,083.79	\$26.6449	\$2,131.59	\$55,634.50
24C	5	AT						
34Z	1	AT	\$21.8770	\$1,750.16	\$45,679.18	\$22.0958	\$1,767.66	\$46,135.93
34Z	2	AT	\$24.2825	\$1,942.60	\$50,701.86	\$24.5253	\$1,962.02	\$51,208.72
34Z	3	AT	\$26.7684	\$2,141.47	\$55,892.37	\$27.0361	\$2,162.89	\$56,451.43
34Z	4	AT	\$28.6310	\$2,290.48	\$59,781.53	\$28.9173	\$2,313.38	\$60,379.22
34Z	5	AT	\$30.6234	\$2,449.87	\$63,941.61	\$30.9296	\$2,474.37	\$64,581.06
34Z	6	AT	\$32.7545	\$2,620.36	\$68,391.40	\$33.0820	\$2,646.56	\$69,075.22
34Z	7	AT	\$34.5534	\$2,764.27	\$72,147.45	\$34.8989	\$2,791.91	\$72,868.85
34Z	8	AT	\$37.4721	\$2,997.77	\$78,241.80	\$37.8468	\$3,027.74	\$79,024.01
34Z	9	AT	\$40.0793	\$3,206.34	\$83,685.47	\$40.4801	\$3,238.41	\$84,522.50
34Z	10	AT	\$42.0278	\$3,362.22	\$87,753.94	\$42.4481	\$3,395.85	\$88,631.69
34Z	11	AT	\$44.7075	\$3,576.60	\$93,349.26	\$45.1546	\$3,612.37	\$94,282.86
34Z	12	AT	\$47.3901	\$3,791.21	\$98,950.58	\$47.8640	\$3,829.12	\$99,940.03
34Z	13	AT	\$50.2334	\$4,018.67	\$104,887.29	\$50.7357	\$4,058.86	\$105,936.25
34Z	14	AT	\$53.2475	\$4,259.80	\$111,180.78	\$53.7800	\$4,302.40	\$112,292.64
34Z	15	AT						




Dated at Milwaukee, Wisconsin, this 14<sup>th</sup> day of September, 2007  
(Three copies of this instrument are being executed all with the same force and effect as  
though each were an original.)

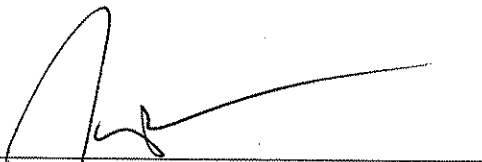
ASSOCIATION OF MILWAUKEE  
COUNTY ATTORNEYS

COUNTY OF MILWAUKEE,  
a municipal body corporate

BY

  
Richard Repnik  
President

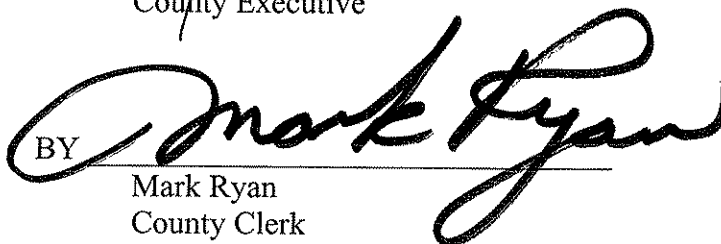
BY

  
Scott Walker  
County Executive

BY

\_\_\_\_\_

BY

  
Mark Ryan  
County Clerk

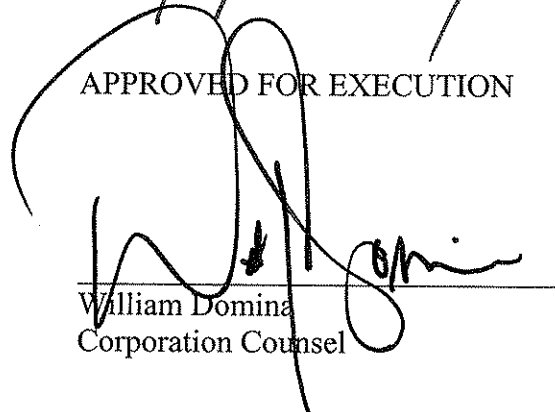
IN PRESENCE OF:

\_\_\_\_\_

IN PRESENCE OF:

  
Gregory L. Graetz  
Director Labor Relations

APPROVED FOR EXECUTION

  
William Domina  
Corporation Counsel